MUNICIPAL CORPORATIONS — ACTION AGAINST TOWN — AUTHORITY OF COMMITTEE TO EMPLOY ATTORNEY. — By vote at a town meeting a committee was authorized to build a bridge. Litigation arose concerning the bridge and the committee employed counsel in connection therewith. In a suit by counsel against the town to recover for his professional services, *held* that the town is not liable, the committee having acted beyond its authority in employing counsel. *Stewart* v. *Inhabitants of York*, 104 Atl. 701 (Me.).

In the absence of express or implied restrictions a town has the authority to employ an attorney to attend to its corporate interests. *Cheesebrew* v. *Town of Mt. Pleasant*, 71 W. Va. 199, 79 S. E. 350; *City of Holdenville* v. *Lawson*, 40 Okla. 38, 135 Pac. 405. See TIEDEMAN, MUNICIPAL CORPORATIONS, 316, § 176. But there is no authority to employ an attorney in regard to matters not affecting the interests of the town. *Peck* v. *Spencer*, 26 Fla. 23, 7 So. 642; *Tharp* v. *Blake*, 171 S. W. 549 (Tex. Civ. App.). See 2 DILLON, MUNICIPAL CORPORATIONS, 5 ed., 1246, § 824. In the principal case, as the court points out, the authority given the committee to build a bridge carried with it the incidental authority to select an engineer, obtain plans and specifications, advertise for bids, and award and execute the contract. See *Blaisdell* v. *York*, 110 Me. 500, 518, 87 Atl. 361, 370. It would seem that the committee also had power to employ counsel in regard to the litigation in question, for that litigation affected the interests of the town in that it was purely an expense of building the bridge. *Waterbury* v. *Laredo*, 60 Tex. 519, reversed on other grounds in 68 Tex. 565, 5 S. W. 81. In deciding otherwise, the court was apparently influenced by two Massachusetts decisions. See *Butler* v. *Charlestown*, 7 Gray (Mass.) 12; *Fletcher* v. *Lowell*, 15 Gray (Mass.) 103. But the latter case decided that authority in the mayor to employ counsel in defending an action for damages against the city did not include the employment of counsel for the extraordinary purpose of putting through the legislature an act diminishing the claim for damages. In the former case there was no official action at all, the legal services being rendered merely at the request of individual aldermen. Accordingly neither case is in point.

PLEDGES — MORTGAGE COLLATERAL — DUTY OF PLEDGEE TO FORECLOSE ON REQUEST OF PLEDGOR. — Defendant assigned overdue real estate mortgages and bonds to the plaintiff as collateral security for his note. Without tendering money to cover the expenses, the defendant requested the plaintiff to foreclose at a time when the property would have satisfied the debt. The plaintiff assented, but failed to do so. Subsequently the obligor on the bond went bankrupt and the property depreciated. In an action on the note the defendant counterclaimed for negligence in failing to foreclose. *Held*, that the plaintiff was not negligent. *City Bank of York* v. *Ricker*, 104 Atl. 804 (Pa.).

Inasmuch as both the pledgor and the pledgee of collateral security are interested in its application there is a duty of due care imposed on the latter in handling the security. See COLEBROOKE, COLLATERAL SECURITIES, 2 ed., §§ 87, 117. He may not sell the collateral to satisfy his debt, but must hold and collect it as it becomes due. *Joliet Iron & Steel Co.* v. *Scioto Fire Brick Co.*, 82 Ill. 548. Ordinary diligence is required of the pledgee in collecting on the collateral at maturity. *Farm Investment Co.* v. *Wyoming College*, 10 Wyo. 240, 68 Pac. 561; *Larkin Co.* v. *Dawson*, 37 Tex. Civ. App. 345, 83 S. W. 882. See *Coleman* v. *Lewis*, 183 Mass. 485, 487, 67 N. E. 603. The same is true where overdue collateral is pledged. *Wakeman* v. *Gowdy*, 10 Bosw. (N. Y.) 208. In the principal case the pledgee was requested to foreclose, which would involve litigation and risk. It may be argued that if the security is ample the foreclosure should not be left to the caprice of the pledgee. See 19 HARV. L. REV. 471. The pledgor, however, can protect his interest by taking up the security or having a third person do so. It is generally held, therefore, as in the principal